

2. AMENDMENT/MODIFICATION NO. PO0003	3. EFFECTIVE DATE 05 June 01	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA 700 ROBBINS AVE. PHILA., PA. 19111-5092	CODE SP0300	7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) QUALITY DISTRIBUTORS P. O. BOX 8780 TAMUNING, GUAM 96331 (671)649-9788 CODE 002QS4 FACILITY CODE	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. SP0300-01-D-3002
		10B. DATED (SEE ITEM 13) 30 JAN 01

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: VENDOR'S E-MAIL DATED 25 MAY 01.
	D. OTHER (Specify type of modification and authority)

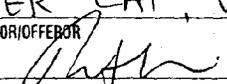
E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

THE PURPOSE OF THIS MODIFICATION IS TO DEFINE THE FOLLOWING TERMS FOR STORAGE IN THE PV FACILITY OF PRODUCT PROVIDED TO DOE SCHOOLS BY USDA.

1. A ONE TIME PER CASE CHARGE WILL BE ASSESSED UPON RECEIPT ALLOWING UP TO SIX MONTHS STORAGE. IF PRODUCTS STAY LONGER THAN SIX MONTHS, THE FEE WILL BE APPLIED AGAIN FOR EACH ADDITIONAL SIX MONTH PERIOD.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) PETER LAI, VICE PRESIDENT	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARYANN DIMEO CONTRACTING OFFICER
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED June 5, 01
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 05 June 01

2. The fee will be \$2.00 per case for dry items, \$2.50 per case for refrigerated items.
3. For products formerly received by Pacific World Enterprises, the charge will be \$1.00 per case.
4. The maximum quantity of DOE product to be stored under this arrangement is ten thousand (10,000) cases at one time.
5. For items currently in storage, the entry date for the calculation of storage commencement will be 01 May 01.
6. No delivery service will be provided by Quality for these stored items. DOE representatives may pick them up at X-Ray Compound Monday through Friday, 8:00am to 5:00pm, except for holidays. A forty-eight (48) hour notice is required.
7. Quality will safely receive, maintain and provide security for these items in proper climate controlled conditions. Quality will not be held liable for any damage to DOE product occurring through means other than mishandling by Quality Distributors.
8. Quality will continue to deliver products ordered from their regular Prime Vendor inventory to the individual DOE schools.
9. This storage arrangement is authorized by DSCP only to the extent that it does not interfere with the primary Prime Vendor mission. DOE storage should not be permitted to jeopardize military customer support whether during normal operations or contingencies.
10. Any changes to this agreement must be put in writing and incorporated into the contract via modification.